

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

PETER HEINTZ; ANDRE PACINI,

Plaintiffs,

v.

CINDY RAYNOR; JIMMY and GLENDA
THOMSON,

Defendants.

Case No. C05-5432FDB

ORDER GRANTING CINDY
RAYNOR'S MOTION FOR
SUMMARY JUDGMENT


Plaintiffs' complaint alleges that Plaintiffs had an agreement to purchase real property owned by Defendants Jimmy and Glenda Thomson. The Court earlier granted summary judgment for the Thomsons, concluding that there was no agreement and that the Thomsons effectively rejected the offer, which would expire by its own terms if not accepted.

Defendant Cindy Raynor contends that following the instructions of the Thomsons, she advised the plaintiffs orally that the Thomsons were rejecting the offer. Plaintiffs' claim against Raynor is "interference with third-party contractual relations." One of the elements of such a claim is the existence of a valid contractual or business expectancy. The Court has already concluded that there was no valid contract to purchase real property. Defendant Raynor asserts other reasons for rejecting the claim as well. Plaintiffs have filed no response to this motion, however, and the Court may treat this failure as an admission that Raynor's motion has merit. (Local Civil Rule CR 7)

1 ACCORDINGLY, IT IS ORDERED:

- 2 1. Motion of Defendant Cindy Raynor for Summary Judgment [Dkt. # 9] is GRANTED
3 and this cause of action against Cindy Raynor is DISMISSED with prejudice.
4 2. Disposition of this matter is now complete as to all parties, and the Clerk should enter
5 judgment accordingly for Defendants.

6 DATED this 27th day of October, 2005.

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9 FRANKLIN D. BURGESS
10 UNITED STATES DISTRICT JUDGE
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